

A. G. Contract No. KR96 2454TRN
ADOT ECS File: JPA 96-172
Project: TEA-FLO-0(1)P/SL385 03D
Section: Silver King Hotel

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FLORENCE

THIS AGREEMENT is entered into 23 December, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
TOWN OF FLORENCE, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not
limited to, the design of streets and primary, feeder and farm-
to-market roads; the replacement of bridges; the elimination of
roadside obstacles; and transportation enhancements.

4. Such project within the boundary of the Town has been
selected by the Town and has been submitted to the Federal
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the
acquisition of federal funds for the use and benefit of the Town
by reason of federal law and regulations under which funds for
the project are authorized to be expended.

NO. <u>21276</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/23/96</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Haenewald</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Hotel Restoration Final Design.

Estimated Design Cost	\$ 30,236.00
Federal Aid Funds @ 100%	\$ 30,236.00
Town of Florence Funds	\$ 0.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and set aside Town funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the Town with federal funds for design work addressed under this agreement at 100% of the project cost.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing and transportation enhancement projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Florence
Town Manager
133 N. Main Street
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

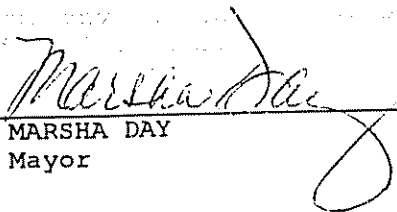
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF FLORENCE

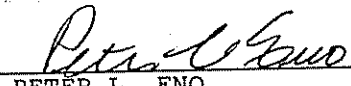
STATE OF ARIZONA

Department of Transportation

By


MARSHA DAY
Mayor

By


PETER L. ENO
Contract Administrator

ATTEST

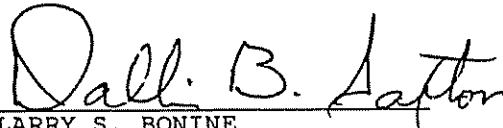
By

GLENN SMITH
Town Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of November 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Florence for the purpose of defining responsibilities for the design, construction and maintenance of the restoration of the Silver King Hotel in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

TOWN OF FLORENCE

RESOLUTION NO. 580-96

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PLANNING AND DESIGN PHASE OF THE SILVER KING HOTEL RESTORATION PROJECT.

WHEREAS, The Town of Florence is serving as sponsor and pass through agent for the Federal Highway Administration Transportation Enhancement Program Grant administered by the Arizona Department of Transportation; and

WHEREAS, the Florence Preservation Foundation needs to incur cost to finalize the planning and design component of this restoration program; and

WHEREAS, it is necessary for an intergovernmental agreement between the Town of Florence, the sponsoring agency, and the Arizona Department of Transportation in order for reimbursement of actual project costs to occur; and

WHEREAS, said required must be formally approved by the Town Council.

NOW THEREFORE, BE IT RESOLVED that the Mayor of the Town of Florence is hereby authorized to execute the intergovernmental agreement with Arizona Department of Transportation, a copy of which is attached here to as exhibit A.

PASSED AND ADOPTED on the 18 day of November, 1996.



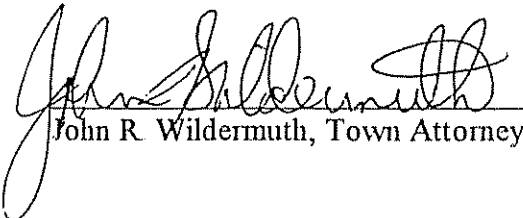
Marsha Day, Mayor

ATTEST:



Lisa Garcia, Interim Town Clerk

APPROVED AS TO FORM:

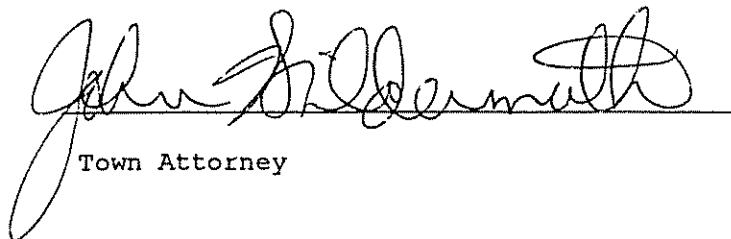


John R. Wildermuth, Town Attorney

APPROVAL OF THE FLORENCE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF FLORENCE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this _____ day of _____, 1996.


Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
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MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2454TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 18, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section